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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/625,832	07/26/2000	Denis Khoo	40015980-004	8318

7590 07/12/2004

PATENT PROSECUTION SERVICES
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EXAMINER

LE, KHANH H

ART UNIT PAPER NUMBER

3622

DATE MAILED: 07/12/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/625,832

Applicant(s)

KHOO ET AL.

Examiner

Khanh H. Le

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ML

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on March 30, 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 37-106 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☒ Claim(s) 52-53, 74, 79-80, 105-106 is/are allowed.
- 6) ☒ Claim(s) 37-51, 54-73, 75-78, 81-104 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

Detailed Action (Response to RCE)

1. This is in response to the RCE (request for continued examination under 37 CFR 1.114) , the Amendment dated March 30, 2004 (our "Amendment E", paper # 19), the IDS dated March 30, 2004. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office Action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submissions have been entered.

2. Claims 1-2, 5, 7, 8-9, 18, 21,22-28, 30-36 were pending and examined. Claims 1,7, 8,9,10, 18, 19, 23 were independent. All pending claims are now cancelled. New claims 37-106 are added. Claims 37, 54, 63,77, 81, 95, 99 and 103 are independent.

3. Remarks:

Due to the claim amendments the previous rejections under 35 USC § 103 are withdrawn, others have been substituted.

Claim Rejections - 35 USC § 112

4..Rejections of claims 5, 22 under 35 U.S.C. 112, second paragraph, as being are withdrawn as moot.

5.Claim 99 is rejected because "solicit and offer": the advertiser client cannot both offer and receive the offer. Appropriate correction is required.

Claim Rejections - 35 USC § 101

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6. Rejections of claims 1-2, 4-10, 18-20, 23, 26 under this section are withdrawn as moot.

7. Claims 77, 81, 95 and all their dependents are rejected based on the same analysis as in the last Office Action. Applicants are advised to include phrases such as over an electronic network in at least one of the steps to overcome the rejections.

Allowable Subject Matter

9. Claims 52, 74, 79 105, and claims 53, 80, 106 are allowable.

10. As allowable subject matter has been indicated, applicant's reply must either comply with all formal requirements or specifically traverse each requirement not complied with. See 37 CFR 1.111(b) and MPEP § 707.07(a).

11. The following is a statement of reasons for the indication of allowable subject matter: The following phrases in bold in the claims below show the limitations not anticipated by the prior art or rendered obvious by any combination thereof .

Claim 79.(dependent on claim 77)

“wherein said calculating the estimated price comprises:

determining an overall desirability for each of the target users;

calculating an individual price for delivering the advertisement to each target user based on the overall desirability of the target user and a delivery schedule for delivering the advertisement to the target user; and

calculating the estimated price for delivering the advertisement to the one or more target users based on the calculated individual prices, wherein

the overall desirability is determined based on both the perspective of the content

distributor who is to deliver the advertisement to the target users and the perspective of an

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advertiser who desires to deliver the advertisement to target users who satisfy the one or more constraints.”

Claim 80. (dependent on claim 79)

wherein said determining an overall desirability of a target user comprises:
accessing an index value associated with the target user with respect to each of the constraints, wherein the index value indicates the desirability of the target user with respect to the constraint from the content distributor's perspective;
retrieving a coefficient value, specified by the advertiser, with respect to each of the constraints, wherein the coefficient value indicates the desirability of the constraint from the advertiser's perspective; and
computing the overall desirability for the target user based on the index value and the coefficient value associated with the target user with respect to each of the constraints.

Claims 52, 74, 105, substantially parallel claim 79 and claims 53, 106 substantially parallel claim 80 and thus are allowable on the same basis.

35 U.S.C. 103

12. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

13. Claims 37-51, 54-73, 75-78, 81-104 are rejected under 35 U.S.C. 103(a) as being unpatentable over Luke US 6131087, in view of Herz et al., US 6571279, herein Herz.

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Luke discloses a system for request of quotes based on complex product configurations, including buyers sending in product constraints, buyers sending request for quotes (RFQ's), matching of buyers constraints to product configurations availability, sending of quotes in response to the request (offers), negotiations, acceptance of the offer, over a network.

Thus, as to claims 37, 54, 63, 77, 73, 81, 94, 95, 99 and 103:
Luke discloses methods, system, apparatus, components for receiving one or more constraints related to a desired product/service over a network, wherein the one or more constraints define desired characteristics of the desired product/service, determining an estimated price, based on the degree of match of the constraints (see at least Figs. 2C, 2D and associated text), and sending the estimated price over the network ((see at least abstract, Figs. 1, 2, 2A, 3 and associated text).

Luke does not specifically disclose negotiations between advertisers and broadcasters of content as claimed.

But Herz discloses methods, system, apparatus, components for arranging advertising, comprising:
receiving one or more constraints related to an advertisement by a content distributor wherein the one or more constraints define desired characteristics of one or more target users to whom the advertisement is to be delivered;
determining an estimated price, by or on behalf of the content distributor but not by an advertiser, based on the selection of the one or more target users to whom the advertisement is to be delivered, wherein the one or more target users are selected, by or on behalf of the content distributor, to meet each of the one or more constraints; and
sending the estimated price. (see at least col. 11 lines 10-60).

It would have been obvious to one skilled in the art at the time the invention was made to add HERZ's teachings above to Luke to allow negotiations of ad spots over the network, as Luke teaches matching/ negotiations/ buying /selling of any complex products/ services.

As to claims 38, 60, 88, HERZ discloses broadcasters are involved (see at least abstract, col. 11 lines 10-60).

As to claims 39, 40, HERZ discloses the constraints are received from advertisers (see at least col. 11 lines 10-60).

As to claims 42, HERZ discloses the ads are delivered with the content (see at least col. 11 lines 10-60).

As to claims 51, 59, Luke discloses searching /matching constraints, and HERZ discloses searching /matching profiles and the price is based on the identified users (see at least col. 11 lines 10-60).

Indeed, Herz teaches a price is computed for an ad spot , given a set of users that match the advertiser-specified constraints that the content provider can provide to view that ad . This price is based on the demand, from the point of view of the advertiser, for each of the number of target users, based on each constraints such as demographics constraints (see at least col. 11 lines 40-54) . This price is also based on the number of users. (see at least col. 11 line 47 "user count"). HERZ also discloses one of the constraints is the delivery time of the ad. (see at least col.11 lines 54-60 : "for any given period").

HERZ further teaches content providers using algorithms to maximize revenues derived from advertisers (see at least col.11 line 54-60; Figure 3, item 307). One such algorithm provides that the advertiser bidding the highest for a particular ad spot gets it.

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It would have been obvious to one skilled in the art at the time the invention was made to add the above Herz's teaching to Luke to provide a rational way to compute the ad spot price as taught by Herz.

As to claims 62, Luke discloses the constraints are given before the estimated price is received (see at least Fig. 3 and associated text). HERZ ^{6, 11, 14} impliedly discloses same (see at least col. 11 lines 10-60).

As to claims 41, 64, 65, 66-67, 93 Luke discloses receiving the constraints, sending a price (a quote), receiving ⁹ the order and after receiving the order, delivering the goods. HERZ impliedly discloses the same, for ads (see at least col. 11 lines 10-60).

As to claims 89, 91 (dependent on claim 89) Luke/HERZ discloses constraints are received from the (advertiser) client.

As to claims 101, 102,

Luke discloses up offers based on matches, up to perfect matches with price being one parameter among others (see at least abstract) thus it is interpreted the price is based on the degree of match. Further, Herz teaches a price is computed for an ad spot, given a set of users that match the advertiser-specified constraints that the content provider can provide to view that ad. This price is based on the demand, from the point of view of the advertiser, for each of the number of target users, based on each constraints such as demographics constraints (see at least col. 11 lines 40-54). Thus LUKE/HERZ discloses advertisers give constraints and the price is based on the degree of match of the constraints.

As to claims 43, 56, 69, and 83, Official Notice is taken that it is well-known

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to insert targeted ads into content for delivery (e.g. see Dedrich cited in previous Office Actions) Thus the advertisement is delivered during an advertising period when transmitting the content would have been obvious to add to the LUKE/HERZ system to achieve delivery of ads with content.

As to claims 44, 57, 70, 84 and 45, 50, 55, 68, 78, 82, 96, 100 , 104 and 46, 58, 71, 76 , 85 (dependent on claim 43, and its parallels)

HERZ discloses the advertising period is allocated based on one or more delivery parameters. wherein the one or more delivery parameters are specified in the one or more delivery constraints and wherein the advertising period is allocated with respect to the content to be delivered to each of the target users. (see at least col. 11 lines 54-60).

As to claims 47, 61, 72, 86, (dependent on claims 43, and its parallels) and claim 98 (dependent on claim 97), Official Notice is taken that ads embedded in content are well-known. It would have been obvious to one skilled in the art at the time the invention was made to add content embedded ads into the system of Luke/HERZ to add another form of ad/content mix for variety.

As to claims 66, 48, 87, 92 (dependent on claim 87 and its parallels), HERZ discloses geographic constraints see at least col. 11 lines 10-60).

As to claim 49, HERZ discloses the constraints are gender constraints (see at least col. 11 lines 10-60).

As to claim 97 (dependent on claim 95) HERZ discloses ad price is price of many users (see at least col. 11 line 47 ; user count)

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Conclusion

14. Prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

15. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Khanh H. Le whose telephone number is 703-305-0571. The Examiner works a part-time schedule and can normally be reached on Tuesday-Thursday 9:00-6:00.

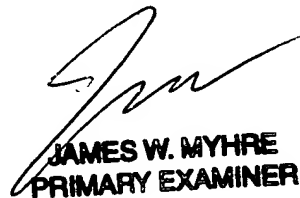
If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's supervisor, Eric Stamber can be reached on 703-305-8469. The fax phone numbers for the organization where this application or proceeding is assigned are 703-872-9326 for regular communications and 703-872-9327 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.



June 14, 2004

KHL



JAMES W. MYHRE
PRIMARY EXAMINER